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**AGREEMENT BETWEEN THE BOARD OF EDUCATION OF  
THE BOROUGH OF FRANKLIN  
AND  
THE FRANKLIN EDUCATION ASSOCIATION**

**July 1, 2005 through June 30, 2006**

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This AGREEMENT, entered into this 26<sup>th</sup> day of June, 2006, by and between the **BOARD OF EDUCATION OF THE BOROUGH OF FRANKLIN**, hereinafter called "the Board" and the **FRANKLIN EDUCATION ASSOCIATION**, an incorporated association, hereinafter called "the Association", or "FEA"; **WITNESSETH**, that **WHEREAS**, a majority of the teaching staff of the Franklin Public School System have designated the Franklin Education Association as their representative for the purpose of collective negotiations in accordance with and pursuant to the provisions of N.J.S.A. 34:13A-5.3, and the Board acknowledged the FEA as the majority representative for the teaching staff, nursing staff, part-time and full-time teachers, excluding the Child Study Team, BSIP, Chapter I and Compensatory Education staff members; and,

**WHEREAS**, the Association and the Board have reached certain understandings which they desire to confirm in this Agreement pursuant to Chapter 123, Public Laws of 1974, as amended:

**IT IS MUTUALLY AGREED AS FOLLOWS:**

4. Level One - Any employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve this matter informally at that level.
5. Level Two - If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her grievance in writing to the principal of his/her school within five (5) school days specifying:
  - (a) the nature of the grievance and the provision or provisions of the Agreement alleged to be violated;
  - (b) the nature and extent of the loss, injury or detriment;
  - (c) the results of previous discussions; and,
  - (d) his/her dissatisfaction with decisions previously rendered and the relief and/or adjustment sought.

The principal shall communicate his/her decision to the employee in writing within ten (10) school days of receipt of the written grievance.

6. Level Three - The employee, no later than five (5) school days after receipt of the decision in Level Two, may appeal the decision to the Superintendent of Schools who shall communicate his/her decision in writing to the employee within ten (10) school days.
7. Level Four - If the grievance is not resolved, the employee may, within five (5) school days, appeal his/her grievance in writing to the Board of Education through the Superintendent of Schools who shall attach all related papers and forward the appeal to the Board.

The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee.

The Board shall render a decision in writing within thirty (30) school days of receipt of the written grievance.
8. If the decision of the Board does not resolve the grievance to the grievant's satisfaction and the Association wishes review by a third party, it shall so notify the Board in writing within ten (10) school days of receipt of the Board's decision. Grievances concerning (a) a complaint of an employee which arises by reason of him/her not being re-employed; (b) a complaint by an

## ARTICLE II

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association upon request, information required by the Association in developing accurate and realistic programs. Said information shall be in the form of existing public information and additional existing budgetary and financial material and data. Names and addresses of new personnel shall be made available to the Association for the purposes of mailing, information and roster construction. A comprehensive list of total existing personnel shall be made available with the appropriate guide step level for the purposes of proposal calculation only.
- B. Whenever any member-representative of the FEA or any teacher is mutually scheduled by both parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.
- C. Representatives of the FEA shall be permitted to transact official Association business on school property after approval of said use by the School Superintendent and subject to conditions and regulations as set by the Franklin Board of Education. Notification of said intended use shall be submitted to the Superintendent prior thereto not less than one (1) week nor more than three (3) weeks (except in cases of an Association declared emergency) whereupon the permission for said use shall not be unreasonably withheld. FEA meetings shall not commence prior to 2:50 p.m. except in case of an emergency.
- D. The Association shall have the privilege of reasonable use of office equipment, such as typewriters, calculating machines, computers, copy machines and facsimile machines upon request, in such locations and at such times as set by the Administration provided the Association pays for any damages it is responsible for as well as long distance phone charges it incurs.
- E. The Association shall have the right to purchase expendable office supplies and other materials from the Board of Education at the price paid by the Board provided the Association pays for supplies in advance and that supplies are on hand in sufficient quantities to meet the educational needs of the School.

## ARTICLE III

### SCHOOL CALENDAR

- A. The school calendar now under the county-wide application consisting of one hundred eighty-one (181) instructional days plus one (1) day before and one (1) day after, shall be the guiding instrument for school operation. The Association shall be afforded an opportunity to convey its thinking and sentiments relative to the ensuing calendar's construction.
- B. The teaching staff will have input as to when snow days will be made up, if they are extended beyond those in the calendar; however, it is expressly understood that the Board retains the sole right to schedule such days at its discretion.
- C. Teachers shall be permitted to leave with the students on Fridays and on days preceding a holiday or a vacation period, except in cases of emergency as determined by the Superintendent.
- D. There shall be a 12:30 p.m. dismissal for students and teachers on the day preceding winter recess and Thanksgiving recess.

## ARTICLE V

### TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his/her proper step of the salary schedule as of the beginning of each school year in accordance with the following paragraph. A teacher must actually work forty-five (45) days in the school year to be placed on his/her proper step on the salary schedule as of the beginning of each school year.
- B. Placement on the guide for new hires will be negotiated between the new member and the Board. Credit for military leave shall be provided in accordance with N.J.S.A. 18A:29-11.
- C. The FEA and the Board agree in matters of reduction in force that the proper channels as outlined in Title 18A be followed.

- F. All teachers shall be required to return to school and participate in three (3) evening meetings annually at times designated by the Superintendent of Schools.
- G.
  - 1. Teachers who teach five (5) or more periods per day shall be considered full time.
  - 2. Teachers who teach less than five (5) periods per day shall be paid based upon the number of teaching periods per day divided by seven (7).
  - 3. Part-time teachers shall teach their teaching periods consecutively.
  - 4. The entire paragraph "G" of this Article shall not apply to kindergarten teachers.
  - 5. Part-time teachers are not entitled to lunch or preparation time. Part-time teachers who work less than twenty (20) hours per week are not entitled to medical benefits.
  - 6. Part-time teachers who teach full days but less than five (5) days per week will be paid prorated based upon the number of days per week taught (i.e., a teacher working two (2) days per week would receive 0.4 or forty (40%) percent pay. Such a teacher would be entitled to a lunch and preparation period).
- H. The grievance settlement dated January 18, 1982, calling for "three weekly assignments" of patrol duty is hereby adjusted to call for four such assignments, effective September 1, 1993.

## ARTICLE VIII

### LEAVES OF ABSENCE

#### A. Absence

1. Any teacher or employee who may have cause to be absent from school must give notice to the appropriate personnel on the night before such absence or not later than 7:30 a.m. on the day such absence is known to the teacher or employee. Failure to comply with the above may cause forfeit of payment of one full day's salary. In case of bona-fide emergency, the Superintendent may waive the forfeit.

#### B. Absence for Personal Illness

1. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease or being quarantined for such a disease in the immediate household.
2. Absence for personal disability shall be allowed and shall include full pay not to exceed twelve (12) days.
3. If fewer than twelve (12) school days of allowed sick leave are taken in any school year, then the number of days not utilized shall be accumulative without limit.
4. Absences on sick leaves shall be charged first to the days allowed for the current school year until it is fully utilized and thereafter to the cumulative credit to the extent such credit is available.
5. In cases of illnesses extending beyond the teacher's or employee's sick leave credit, the deductions will be made on the basis of 1/20 per day of the monthly basic salary.
6. In case of illness incurred during the school day which results in the teacher leaving school before 11:00 a.m.; a full sick day will be charged, leaving after 11:00 a.m., a half-day will be charged.
7. Upon retirement, the teacher shall be paid the sum of seventy-one dollars and four cents (\$71.04) per day for the 2005-2006 school year for each unused sick leave day accumulated to the time of retirement. Retirement shall mean a teacher having filed the necessary papers

except as stated below.

In case that the three (3) days without loss of pay is not utilized in a given year, it will accrue to the employee's sick leave.

**G. Professional Business**

1. Absences to attend conferences, workshops, critiques, visitations to other schools, conventions, shall be allowed with full pay upon approval by the Superintendent.
  - (a) Any such leave shall be limited to three days either staggered or consecutive during any one school year, unless in the Superintendent's discretion, more time is granted.
  - (b) No more than two (2) teachers shall be permitted to exercise the privilege as herein provided at any one time.
  - (c) Expenses for attendance at special conventions or meetings shall be allowed a teacher by the Board of Education upon recommendation of the Superintendent. In addition to the usual expenses to be approved by the Superintendent, there shall be allowed travel expenses at the current IRS rate for each school year of this Agreement, within New Jersey or out of New Jersey.
  - (d) Any teacher desiring to attend a professional convention or meeting shall apply to the Superintendent for approval not later than ten (10) days in advance of the convention or meeting date or place.
  - (e) The Board of Education agrees to supply \$8,318.00 for the 2005-2006 school year for professional business.

- H. Absence for the purpose of marriage or to attend weddings of friends or relatives may be allowed with teacher's or employee's pay less substitute's pay upon approval of the Superintendent.

**I. Court Order**

1. Absence from school by reason of a subpoena shall be allowed with pay provided that the subpoena is filed with the Superintendent. If a teacher is a party to a suit, absence from

## ARTICLE IX

### EXTENDED LEAVE OF ABSENCE

#### A. Childrearing Leave

1. A teacher requesting leave for disability due to pregnancy must notify the Superintendent as soon as possible after medical confirmation of such pregnancy. The beginning date of such leave shall be determined by the employee and her physician but the Board may remove the employee from her duties if she is unable or unwilling to perform all of her teaching responsibilities. Disputes as to physical incapability shall be decided by the employee's physician and the Board's physician or, in the event of disagreement, by a third physician jointly selected by the Board and the employee.
2. The teacher shall return to work, unless an unpaid extended leave for childrearing has been granted, as soon as she is physically able to perform her duties. The Board may require a certification from the employee's physician as to her medical and physical fitness. The employee shall notify the Superintendent as promptly as possible for the date of her anticipated return to work.
3. A teacher may use sixty (60) of her accumulated sick leave for disability due to pregnancy, thirty (30) days before due date and thirty (30) days after delivery. Said limitation may be waived by presentation by the staff member of a doctor's certification as to medical complication. The Board has the right to require proof of such disability.
4. Leaves of absences for disability due to pregnancy shall not extend beyond the end of the contract school year in which the leave is obtained in the case of non-tenured teachers.
5. A tenured teacher may apply for a twelve (12) month childrearing leave, which period shall include the balance of the current school year plus such additional time as may be required to have the leave terminated by September 1. Teachers granted such leave must notify the Board no later than April 15<sup>th</sup> of their intent to return in September barring any unforeseen circumstances. In no event shall less than four (4) months notice of the appropriate delivery and intended dates of the leave be given to the Board. In addition, all childrearing leave is to be taken contiguous to the birth of the teacher's child.

## ARTICLE X

### PAYMENT FOR CREDITS

- A. The Board of Education agrees to reimburse any staff member at the actual cost of a graduate credit which is taken while his/her contract is in effect at the Franklin School District up to a total of fifteen (15) credits in any one year including the summer months between the effective dates of his/her contract. Three (3) credits will be reimbursed at 100% of the tuition rate per credit at a private college or university; twelve (12) credits will be reimbursed at the going tuition rate per credit at New Jersey State Colleges. Employees presently enrolled in a degree program will be "grandfathered" under the present reimbursement system. Twelve (12) credits must be in the subject field in which he/she is employed or certified and three (3) credits may be out of his/her field.
- B. Payment will be made within forty (40) days of submission of the transcript of the course to the office of the Superintendent.
- C. In the event that the teacher has left the system for any reason, prior to payment, no payment will be made under this policy.
- D. Credits must be taken at an accredited college.
- E. In the discretion of the Superintendent, teachers may be granted one (1) credit towards salary guide placement upon completion of a twelve (12) hour course and/or workshop that has been completed during the school year. Any such credit will be applied only to those courses and/or workshops that the Superintendent has approved in advance, based upon his sole judgment as to whether the course is one which is related to the curriculum being taught at the school, necessary, advisable, and would tend to benefit the district.
- F. Notwithstanding paragraph A of this Article, the Board shall not be required to expend more than the maximum cap of \$28,415 for the entire bargaining unit during 2005-2006.
- G. Notwithstanding paragraph A of this Article, any staff member beginning employment in Franklin on or after July 1, 1996 will be entitled to seventy-five (75%) percent tuition reimbursement only. Employees who were employed prior to July 1, 1996 shall continue to receive tuition reimbursement in accordance with paragraphs A-F of this Article.

## ARTICLE XII

### TEACHER RIGHTS

- A. Teachers shall be permitted to leave their school during their lunch periods after notifying the Principal or his/her designee.
- B. Contract for extra-curricular assignment should accompany the teaching contract whenever possible.

## ARTICLE XIV

### INSURANCE

- A. Present health care benefits shall be continued during the term of this Agreement, i.e., Blue Cross/Blue Shield/Major Medical per State Health Plan.
- B. The Board shall pay the premiums covering full family dental insurance.

5. The Association will notify the Board in writing of any changes in the list provided and/or the amount of representation fee, and such changes will be reflected in any further deductions as soon as possible after the Board received said notice.

6. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of this Article. The Association shall intervene in and defend any administrative or court litigation.

G. The Sidebar Memorandum of Understanding regarding lunch period will remain in effect through the 2005-2006 school year and will be revisited by the parties hereto after the conclusion of the 2005-2006 school year in accordance with the terms contained therein.

## **ARTICLE XVII**

### **DURATION**

This Agreement shall be effective July 1, 2005 and shall continue in effect until June 30, 2006.

**IN WITNESS WHEREOF**, the Association has caused this Agreement to be signed by its representatives and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal placed thereon, all on the day and year first above written.

SCHEDULE "A"  
**FRANKLIN ELEMENTARY SCHOOL**  
**SALARY GUIDE**  
**2005-2006**

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA/BA+45</u>	<u>MA+30</u>	<u>MA+60</u>
0	40,170	42,210	44,150	46,540	49,320
1	40,270	42,310	44,250	46,640	49,420
2	40,370	42,410	44,350	46,740	49,520
3	40,500	42,540	44,480	46,870	49,650
4	40,720	42,760	44,700	47,090	49,870
5	41,025	43,065	45,005	47,395	50,175
6	41,960	44,000	45,940	48,330	51,110
7	44,495	46,535	48,475	50,865	53,645
8	47,170	49,210	51,150	53,540	56,320
9	50,010	52,050	53,990	56,380	59,160
10	53,030	55,070	57,010	59,400	62,180
11	56,330	58,370	60,310	62,700	65,480
12	59,720	61,760	63,700	66,090	68,870
13	63,320	65,360	67,300	69,690	72,470
14	68,920	70,960	72,900	75,290	78,070

LONGEVITY<sup>A</sup> - As a part of the annual salary, any person with 15 years of creditable service shall receive an additional \$1,500. This service must be served in the district, and a teacher must complete 15 years before receiving the additional longevity benefit.

LONGEVITY<sup>B</sup> - As a part of the annual salary, any person with 25 years of creditable service shall receive a total of \$2,000 (\$1,500 + \$500). This service must be served in the district, and a teacher must complete 25 years before receiving the additional longevity benefit.